

#### DEPARTMENT OF THE ARMY OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY **ACQUISITION LOGISTICS AND TECHNOLOGY** 103 ARMY PENTAGON WASHINGTON DC 20310-0103



SAAL-PA 13 November 2001

#### MEMORANDUM FOR PRINCIPAL ASSISTANTS RESPONSIBLE FOR CONTRACTING

SUBJECT: 4Q2001 Quarterly Bid Protest Analysis Reports

The quarterly reports for GAO and interagency level protests for the period July 1 through September 30, 2001 (4Q01) is provided in accordance with AFARS 33.190. Additional information related to a GAO protest decision noted on the lessons learned portion of this report can be obtained on GAO's web site <a href="http://www.access.gpo.gov/su">http://www.access.gpo.gov/su</a> docs/aces/aces/70.shtml. GAO does not provide a decision on GAO protests that are dismissed or are academic. The interagency's level protest reports are not posted on a web site.

eutenant Colonel, GS

Director, Information Management

and Assessment

# QUARTERLY REPORT FOR GAO PROTESTS FOR THE PERIOD OF JULY 1 THROUGH SEPTEMBER 30 (4Q01)

### 1. Number of protests filed:

	4Q01	3Q01	4Q00
TOTAL	75	43	62
o AMC	23	17	20
o USACE	16	7	23
o DA Other	36	19	19

Please refer to listing of protests by MACOM at end of this report.

# 2. Number of protests sustained/granted:

	4Q01	3Q01	4Q00
TOTAL	3	4	4
o AMC	2	0	1
o USACE	0	0	0
o DA Other	1	4	3

#### 3. Costs:

# a. Costs and fees awarded by GAO to protester:

	4Q01	3Q01	4Q00
TOTAL	\$722,764	\$712,000	\$26,016
o AMC	\$722,764	\$0	\$0
o USACE	\$0	\$0	\$0
o DA Other	\$0	\$712,000	\$26,016

- b. Estimated preaward value of requirement or postaward contract cost/price:
  - (1) Preaward protests (estimated value of requirement):

	4Q01	3Q01	4Q00
TOTAL	\$96,856,594	\$234,673,944	\$193,349,000
o AMC o USACE o DA Other	\$25,007,650 \$11,500,000 \$60,348,944	\$139,176,289 \$284,437,907 \$66,459,748	\$168,328,618 \$24,078,000 \$942,382

#### (2) Postaward protests (contract cost/price):

	4Q01	3Q01	4Q00
TOTAL	\$308,601,779	\$4,371,942,196	\$305,982,499
o AMC o USACE o DA Other	\$145,360,600 \$159,295,393 \$3,945,786	\$4,361,623,994 \$1,625,076 \$8,693,126	\$165,263,409 \$56,018,983 \$84,700,107

c. Total government personnel costs resulting from protests:

	4Q01	3Q01	4Q00
TOTAL	\$134,967	\$1,108,116	\$221,123
o AMC	\$59,637	\$1,022,050	\$176,942
o USACE	\$58,874	\$14,862	\$37,478
o DA Other	\$16,456	\$71,240	\$6,703

<sup>4.</sup> Lessons learned, issues and trends:

#### a. AMC Lessons Learned:

#### (1) **B.E. Meyers & Co., Inc.** B -288349

The agency should notify offerors as soon as possible that their items do not meet the procurement's minimum needs in order to avoid last minute protests. The agency should send the "Dear John" notice by fax to the unsuccessful offeror on the date of contract award in order to start the time clock for any protest action. The agency should ensure that the fax machine's record of time and date of receipt has been printed out and inserted into the contract file, since e-mail receipt is considered to be inadequate evidence.

#### (2) Parmatic Filter Corporation, B-285288.5

The GAO means what it says when it recommends that the agency pay for costs

relative to the protest bases that were sustained. The agency took the GAO's recommendation literally and paid only a fraction (the sustained portion) of the protestor's claimed costs. The protestor claimed it was entitled to all of its costs since the protest issues were not clearly severable. The agency maintained that the GAO's recommendation made it clear that the costs were severable. The protester refused two agency requests to separate its costs and the agency finally applied a prudent person standard and separated costs on its own accord. The GAO found that the agency's actions were reasonable and that it properly paid for only those costs relative to the protest bases that were sustained.

#### (3) Sabreliner Corporation, B-288030

The Justification and Approval references to model numbers must be accurate. In this case, the designation of a "B" model in the J&A was inaccurate. The sole source solicitation dealt with the "C" model, for which the original equipment manufacturer maintained proprietary data to overhaul the "B" model.

#### b. USACE Lessons Learned:

#### (1) <u>Gulf Group</u>, B-287697, B-287697.2: DENIED:

GAO denied Gulf Group's protest against award of an indefinite delivery/indefinite quantity (IDIQ) contract under a Request for Proposals (RFP) issued on a competitive section 8(a) basis for dredge material disposal area management and levee maintenance. The protest alleged USACE improperly applied an undisclosed evaluation factor regarding specific experience of offerors. GAO denied this allegation explaining that the agency properly considered specific experience because the solicitation provided for evaluation of experience. The GAO also found USACE reasonably considered a past performance reference in evaluating the protester's proposal, even though the protester claimed the reference mistakenly rated its performance too low, because there was nothing on the face of the reference rating to give the agency reason to look behind it. This protest is a good example of a well-documented record, which upon GAO's review was found to be reasonable. Often it is not the reasonableness of the agency's actions that are questioned, but its failure to produce a solid, thorough record of the evaluation and award selection.

#### (2) TNT Indus. Construction, B-288331: DENIED

-- GAO denied this protest against USACE's award of a contract for a water treatment plant at Beale Air Force Base in California. TNT asserted that USACE failed to evaluate all the line items listed on the Invitation for Bids (IFB) pricing schedule as contemplated by the solicitation. Therefore, because TNT submitted the lowest aggregate bid, it should have received award. The IFB issued by USACE required bidders to enter lump-sum prices for the basic requirements, as well as for each of the four option items, which were numbered as contract line items (CLIN) 0001 - 0005. CLINs 0003 and 0004 were referred to as "deductive options," because they would only be exercised to scale back the project in the event funds were not available fore the project. GAO held that since the evaluation of bids must be based on the actual likely cost to the government for the project, USACE properly did not consider "deductive items" as part of the total price where funds were available for the entire project. This case offers a lesson learned about how to properly score price schedules designed to allow flexibility regarding availability of funds. By prevailing in this case, USACE was able to proceed with critical work on behalf of the Air Force.

#### (3) Sundt Construction, B-288136: DENIED

-- Sundt protested USACE's award of a contract for reconstruction of an entire neighborhood at Fort Huachuca, Arizona. The project was estimated to cost \$15 million. The RFP contemplated award would be made on a best-value basis. The protester alleged USACE did not sufficiently credit its offer of single detached housing units under the solicitation for family housing when it selected a proposal for award that offered mostly duplex housing units. GAO denied the protest because the protester's proposal was given appropriate credit under the only evaluation subfactor that addressed housing unit type. GAO found that a

reasonable reading of the subfactor indicated offerors could offer a variety of housing types and a reasonable reading of the RFP indicated that housing unit type was only one of the numerous subfactors to be considered in evaluating proposals. It was therefore within the business judgment of each offeror to prepare a proposal it believed would constitute the best value to the government. GAO also held USACE reasonably determined the awardee's lower-priced proposal had strengths under the other evaluation factors and subfactors that offset the protester's advantage under the housing unit type subfactor. This case provides a good lesson learned regarding the proper implementation of a best value evaluation scheme.

GAO held USACE's issuance of a solicitation for environmental remediation work at the former Griffiss AFB as competitive 8(a) set aside was consistent with Defense Federal Acquisition Regulation Supplement (DFARS) subpart 226.71, where there was reasonable expectation that offers would be received from 8(a) eligible concerns located in the vicinity of the work. DFARS 26.71, which implements 10 U.S.C. 2687, established a preference for local, small, and small disadvantaged business, but does not establish a priority among the three. Ocuto protested the corrective action measures USACE implemented in response to the GAO's sustainment of a protest buy Ocuto last year. Specifically, Ocuto, a local small business but not a member of the 8(a) program, challenged USACE's decision to nationally compete the 8(a) set aside contract (one of three contracts being awarded for the BRAC work). GAO held USACE's corrective action measures were reasonable. Notably, GAO also commented that the relevant DFARS section was poorly worded and stated that it would recommend the DFARS Council issue a clarification. The Comptroller general agreed with USACE's interpretation that the regulation was intended to determine whether the procurement could be placed under the 8(a) program, not to limit or designate which part of the 8(a) program, competitive or noncompetitive, could be utilized. The lesson learned in the protest that it is important bring to GAO's attention any ambiguities in the relevant statues and regulations. The lesson regarding DFARS 226.71 is that until the DFARS council issues a clarification, protest parties will have to rely on the GAO's interpretation of regulation.

#### c. DA Others - Lessoned Learned:

#### (1) Protest of Daly Associates, B-287908.1.

On 2 August 2001, the GAO denied this protest arising from a training services contract awarded by Carlisle Barracks. The training at issue was to enhance the leadership skills of military spouses. Award went to the incumbent, a female-owned small business. The protest alleged that the command was biased and that it improperly evaluated the proposals. The GAO held that that the command evaluated the proposals correctly when it determined that the awardee represented the best value to the Government, and that there was no evidence of any undue influence either in favor of the awardee or against Daly.

<u>Lessons Learned:</u> The best defense against a protest is a well-documented award decision. This protest was denied because the evaluation records adequately documented the awardee's superior experience in the field of military spouse issues. This contemporaneous record defeated arguments of gender bias and favoritism.

#### (2) Protest of Johnson Controls World Services, Inc., B-286714.3.

On 20 August 2001, the GAO denied the protest of Johnson Controls World Services Inc. ("JCWSI"), arising from TRADOC's efforts to implement corrective action in the A-76 competition for the DOL and DPW functions at Ft. Benning, GA. JSWSI had previously won a protest alleging that the awardee of the contract, IT Corp. had impermissible organizational conflicts of interest ("OCIs"). Specifically, JCWSI had alleged that because a subcontractor of IT served as an Army support contractor operating a database that tracked maintenance activity at Army installations around the world, and made maintenance-related recommendations to the Army based upon that data, IT had access to non-public information that would have been useful in proposing for the Ft. Benning contract, and the subcontractor's on-going support contract placed IT in the position of essentially evaluating itself at Ft. Benning. GAO agreed and sustained the protest.

In response, TRADOC canceled the award to IT and directed it to sever its relationship with the subcontractor. TRADOC then proposed to make the nonpublic information available to both offerors, and to request revised proposals based upon the disclosed data. JCWSI protested again, alleging that the TRADOC plan would not mitigate the OCIs, and that in any event, IT was not a responsible contractor. GAO denied the protest, finding the TRADOC plan to be reasonable and in accordance with the FAR. Also, it declined to review JCWSI's nonresponsibilty allegations. Following this decision, JCWSI advised TRADOC that it was withdrawing from the Ft. Benning competition.

<u>Lesson Learned</u>. The GAO will not object to how an agency implements recommended corrective action, as long as the agency reasonably addresses the irregularities identified by GAO.

#### (3) Protest of The Arora Group, Inc. ("TAG"), B-288127.

On 17 September 2001, the GAO sustained this protest arising from a solicitation to operate the TRICARE medical clinics at Fairfax and Woodbridge. TAG alleged that awardee's proposal failed to comply with the DoD Space Planning Criteria and Medical Guide Plates. These required exam rooms and doctor's offices to be 100 sq. ft. in size, as a minimum. The awardee's proposal did not meet this requirement. (It intended to use the existing Fairfax facility; TAG offered a different and more spacious facility in Fairfax.) The Army argued that the Guide Plates did not establish a minimum square footage requirement, but instead allowed considerable latitude regarding clinic spacing. The GAO held that both the Army's and TAG's interpretations were reasonable, and that therefore the solicitation was ambiguous. It recommended that the Army issue a clarifying amendment to the solicitation, re-evaluate revised proposals, and make a new award decision. Arrangements are in place to provide required medical services during the pendency of this corrective action.

<u>Lesson Learned</u>. The issue of the Guide Plates was the subject of a pre-award question. Unfortunately, the Army's answer was less than clear. The lesson here is to provide answers that are both responsive and complete, and which eliminate ambiguities in solicitations rather than create them.

#### (4) Protest of Lockheed Martin Systems Integration—Owego, B-287190.2 & .3.

On 21 September 2001, the GAO issued its decision denying the Army's motion to reconsider its original decision in this case. That decision, issued on 25 May 2001, sustained the protest of Lockheed arising from an acquisition by the United States Special Operations Command for a "common avionics architecture system" for its fleet of helicopters. Lockheed maintained that SOCOM improperly issued sole-source delivery orders to Rockwell Collins, Inc. under a contract held by that firm. SOCOM countered, unsuccessfully, that the sole-source awards were justified because Lockheed could not provide an acceptable technical solution in time to support SOCOM's fielding schedule

<u>Lessons Learned</u>. This case ultimately turned upon the question of whether SOCOM clearly articulated its minimum requirements to Lockheed. Although several pre-award meetings between the parties occurred, at which SOCOM witnesses insisted that Lockheed was informed of the minimum SOCOM requirements, records of those meetings were sparse or nonexistent. The outcome of this case could have been avoided by preparing detailed contemporaneous records of events.

# GAO PROTESTS FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
AMC TOTAL	23	16	20
ACLAL	0	0	0
ANDA	0	0	0
ARDEC	0	0	0
ARL	0	0	0
ATCOM	0	0	0
AMCOM	7	2	7
AMCOM (AATD)	0	0	0
BELVOIR	0	0	0
BGAD	0	0	0
CACWOO	0	2	1
CCAD	0	0	0
CBDCOM	0	0	0
CECOM	2	2	4
DESCOM-Letterkenny	0	0	0
DPG	0	0	0
IOC	0	0	1
LEAD	0	0	0
MCALESTER	0	0	0
MICOM	0	0	0
NATICK	0	0	0
OSC	4	2	0
PBA	0	0	0
RMA	0	0	0
RRAD	0	1	0
SBCCOM	3	1	0
SSCOM	0	0	0
TACOM	5	0	7
TECOM	1	6	0
TECOM-OPTEC	0	0	0
TECOM-Dugway	0	0	0
TECOM-Yuma Proving Grou	0	0	0
USMA	2	1	0
VHFS	0	0	0
WSMR	0	0	1
WVA	0	0	0

# GAO PROTESTS FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
USACE TOTAL	16	7	23
U.S. Army Engineer District			
Alaska	0	0	0
Baltimore	0	0	5
Buffalo	0	0	0
Charleston	0	1	0
Chicago	0	0	0
Detroit	0	0	0
Europe Fort Worth	1	0	0
	0 0	0 0	0
Galveston	0	0	0 1
Headquarters Humphreys Eng. Center	0	0	0
Huntington	0	0	0
Huntsville	Ö	1	Ö
Jacksonville	Ö	Ö	Ö
Japan	Ö	0	Ö
Kansas City	2	0	1
Little Rock	0	1	0
Los Angeles	1	1	0
Louisville	2	1	4
Memphis	0	0	1
Mobile	0	1	3
Nashville	0	0	0
New England	0	0	0
New York	0	0	0
New Orleans	0	0	2
Norfolk	0	0	0
Omaha	1	0	0
Pacific Ocean Division	0	0	0
Philadelphia	0	0	0
Pittsburgh	0	0	0
Portland	0	0	0
Rock Island	0	0	0
Sacramento	2	0	1
Savannah	2	0	4
Seattle	0	0	0
St. Louis	1	1	0
St. Paul	0	0	0
Transatlantic	0	0	0
Transatlantic (Europe)	0	0	0
Tulsa	0	0	0

# GAO PROTESTS FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
DA OTHER TOTAL	36	19	19
Defense Supply Service - Wash	2	0	0
HQ Military Traffic Mgmt Cmd	3	3	1
Mil District of Wash	1	0	2
MEDCOM	4	3	2
National Guard Bureau	2	2	3
Ofc Dep Cdr for Health Care	0	0	0
USA Contracting Sys Cmd	3	0	0
USA Force Command	7	3	2
USA Information Sys Cmd	0	0	2
USA Intel & Security Cmd	0	0	0
USA Medical Res. & Mat Cmd	1	0	0
USA Pacific	2	0	0
USA South	0	0	0
USASDC	0	0	0
USA Space & Missel Def Cmd	0	1	0
USA TRADOC	9	5	2
8th USA - Korea	2	1	4
USSOC	0	0	1

# QUARTERLY REPORT FOR AGENCY LEVEL PROTESTS FOR THE PERIOD JULY 1 THROUGH SEPTEMBER 30, 2001 (4Q01)

# 5. Number of protest filed:

	4Q01	3Q01	4Q00
TOTAL	35	30	28
o AMC	15	12	4
o USACE	15	15	17
o DA Other	5	3	7

Please refer to listing of protests by MACOM at end of this report.

### 6. Number of protest sustained/granted:

	4Q01	3Q01	4Q00
TOTAL	0	0	0
o AMC	0	0	0
o USACE	0	0	0
o DA Other	0	0	0

#### 7. Costs:

#### a. Costs and fees awarded to protester:

	4Q01	3Q01	4Q00
TOTAL	\$0	<b>\$0</b>	\$4,616
o AMC	\$0	\$0	\$0
o USACE	\$0	\$0	\$0
o DA Other	\$0	\$0	\$4,616

#### b. Estimated preaward value of requirement or postaward contract/price:

#### (1) Preaward estimated value of requirement:

	4Q01	3Q01	4Q00
TOTAL	\$125,897,377	\$10,508,556	\$88,859,984
o AMC o USACE o DA Other	\$56,992,130 \$68,541,482 \$363,765	\$5,961,046 \$1,742,435 \$2,805,075	\$50,743,500 \$25,695,976 \$12,420,508

#### (2) Postaward protests (contract cost/price):

	4Q01	3Q01	4Q00	
TOTAL	\$45,085,664	\$165,981,608	\$204,262,727	
o AMC o USACE o DA Other	\$6,250,303 \$31,310,052 \$7,525,309	\$144,010,068 \$19,648,231 \$2,323,309	\$1,963,886 \$29,446,373 \$172,852,468	

c. Total government personnel costs resulting from protests:

	4Q01	3Q01	4Q00
TOTAL	\$84,846	\$49,566	\$58,431
o AMC	\$39,191	\$37,921	\$17,785
o USACE	\$44,924	\$9,614	\$33,450
o DA Other	\$731	\$2,031	\$7,196

#### 8. Lesson learn, issues, and trends:

#### a. <u>AMC</u>:

- (1) <u>Hill Aerospace, LLC</u>, 0210501; 0240601
  - a) Flawed Evaluation Criteria
- a.1) The Government evaluated all proposals according to the indefinite quantity-pricing clause stated in Section M, of the Solicitation, which reads:

The Government will evaluate offers for award purposes by adding the total price for items identified in Section B of the estimated maximum quantities of the ranges therein stated (i.e., 40-80, 81-120). Evaluation of quantities in this manner will not obligate the Government to order the estimated quantities or to distribute orders in the manner evaluated.

The solicitation called for offerors to quote a price for the contract minimum of 126 units and prices for quantities up to 200 units per year for each out-year. Although the Government could not conceivably order 200 units every ordering period without exceeding the maximum quantity of 658 units, offers were evaluated based on the quoted price each ordering period. The result of this evaluation is that the Government evaluated prices for 926 units. Based on this evaluation, Hill's offer exceeded the winning offer by \$402,000.00

- a.2) Based on the above as noted by the AMC Protest Decision, the Government's evaluation of 926 units for award purposed is improper. Evaluation of 926 units is neither realistic nor reasonable. This evaluation scheme should not be used in the future. Extra precaution should be taken when drafting evaluation criteria to ensure that the Government does not propose to evaluate a quantity that exceeds the maximum contract quantity.
  - b) Multiple Award Preference for IDIQ Contracts
- b.1) The FAR at sub-part 16.504(c), states the contracting officer must, to the maximum extent practicable, give preference to making multiple awards of indefinite-quantity contracts under a single solicitation for the same or similar supplies or services to two or more sources. Additionally, FAR 16.504 (c)(1)(ii)(C) states that the contracting officer must document the decision whether or not to use multiple awards in the acquisition plan or contract file. The contracting officer may determine that a class of acquisitions is not appropriate for multiple awards (see FAR subpart 1.7). HQ AMC
- b.2) The Government included narrative in Section B of the solicitation informing offerors that only one award would be made under this contract, however, the Government did not make a written determination pursuant to FAR 16.504 (c)(1)(ii)(C), until after Hill filed its protest. Fortunately, courts are unwilling to nullify solicitations and awards based solely on the procedural impropriety of failing to make a timely determination so long as the Government makes such a written determination and said determination is not arbitrary or capricious.

#### (2) PolyTech Ammunition Company, Inc., 0360801

- a) Adherence to ground rules during a debriefing will ensure effective communications between the Contracting Officer, government personnel and representatives and the unsuccessful offeror. In addition, two significant government technical personnel were unavailable. The procurement in question was a full and open competition solicitation for the development of a 5.56 mm Lead Free Short Range Training Ammunition. There were two proposals received in response to the RFP.
- b) A telephonic debriefing was attended by the PCO, technical and other government personnel and the unsuccessful offeror's president and technical expert. Prior to the debriefing, the technical evaluation rating of the debriefed offeror and the proposed awardee were forwarded to the unsuccessful offeror. The PCO informed all parties of the ground rules, debriefing agenda and time constraints. Shortly after the debriefing began the PCO and lead technical evaluator were continuously interrupted and questioned. Had the two missing government technical evaluators been present, perhaps some of the unsuccessful offeror's questions could have been answered in more detail. The debriefing soon became an informal discovery proceeding for the benefit of the protestor in spite of the PCO's insistence that the ground rules be followed. Approximately halfway through the debriefing, the protestor's attorney identified himself for the first time. Since the protestor was unwilling to accept the results of the technical evaluation, it became apparent that he was fact fishing for information to support his protest.
  - c) Although the original intent of the debriefing was to convince the

unsuccessful offeror that he had been treated fairly and avoid a protest, once it became clear that he could not be convinced that the other offeror's proposal was the "best value", the PCO should have demanded strict adherence to the ground rules. Further, not having all the government technical evaluators at the debriefing may have worked against the PCO's intent to prevent the filing of a protest.

- **b. USACE Lessons Learned:** No significant information to report.
- c. Other DA Lessons Learned: No significant information to report.

# AGENCY LEVEL PROTEST FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
AMC TOTAL	15	12	4
ACLAL	0	0	0
ANDA	0	0	0
ARDEC	0	0	0
ARL	0	0	0
ATCOM	0	0	0
AMCOM	3	6	0
AMCOM (AATD)	0	0	0
BGAD	0	0	0
CACWOO	1	0	0
CCAD	0	0	0
CBDCOM	0	0	0
CECOM	1	1	0
DESCOM-Letterkenny	0	0	0
DPG	0	0	0
IOC	0	1	1
LEAD	0	0	0
MCALESTER	0	0	0
MICOM	0	0	0
NATICK	0	0	0
PBA	0	0	0
RMA	0	0	0
RRAD	0	0	0
SBCCOM	3	1	0
SSCOM	0	0	0
PM SANG - Saudi	0	0	0
TACOM	3	0	3
TECOM	0	3	0
USMA	0	0	0
WSMR	0	0	0
WVA	0	0	0
YPG	2	0	0
OSC	2	0	0

# AGENCY LEVEL PROTEST FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
USACE TOTAL	15	15	17
<b>U.S. Army Engineer District</b>			
Alaska	0	0	0
Baltimore	3	2	0
Buffalo	0	0	0
Charleston	0	0	0
Chicago	0	2	0
Detroit	1	0	0
Europe	0	0	0
Fort Worth	1	0	4
Galveston	0	0	0
Headquarters	0	0	0
Humphreys Eng. Center	1	0	0
Huntington	0	0	1
Huntsville	0	0	0
Jacksonville	0	0	0
Japan	0	0	0
Kansas City	0	0	0
Little Rock	0	0	0
Los Angeles	1	1	4
Louisville	0	2	1
Memphis	0	0	0
Mobile	0	0	0
Nashville	0	0	0
New England	0	0	3
New York	1	3	1
New Orleans	0	1	1
Norfolk	0	2	1
Omaha	0	0	0
Pacific Ocean Division	0	0	0
Philadelphia	0	0	0
Pittsburgh	1	0	0
Portland	1	0	0
Rock Island	0	0	0
Sacramento	1	0	0
Savannah	1	0	1
Seattle	0	1	0
St. Louis	0	0	0
St. Paul	0	0	0
Transatlantic	0	0	0
Transatlantic (Europe)	0	0	0
Tulsa	1	1	0
Vicksburg	0	0	0

# AGENCY LEVEL PROTEST FILED BY MAJOR COMMANDS (HCAs)

	4Q01	3Q01	4Q00
DA OTHER TOTAL	5	3	7
Defense Supply Service - Wash	0	0	0
HQ Military Traffic Mgmt Cmd	0	0	0
Mil District of Wash	0	0	0
MEDCOM	0	0	0
National Guard Bureau	0	0	0
Ofc Dep Cdr for Health Care	0	0	0
USA Contracting Sys Cmd	0	0	0
USA Force Command	0	0	0
USA Information Sys Cmd	0	0	0
USA Intel & Security Cmd	0	0	0
USA Medical Res. & Mat Cmd	0	0	0
USA Pacific	0	0	0
USA South	0	0	0
USASDC	0	0	0
USA Space & Missel Def Cmd	0	0	0
USA TRADOC	0	0	0
8th USA - Korea	5	3	7
USSOC	0	0	0